



4. Prices & Payment

4.1 The Client shall pay the Company the charges set out in the Quotation or any agreed amendment thereof, as applicable, or as otherwise agreed by the parties, for the provision of the Services ("Consideration ") and shall pay the Company on demand for any expenses incurred in the provision of the Services ("Costs"), unless expressly agreed otherwise in writing.

4.2 The Company may issue invoices in respect of Services:

4.2.1 upon completion of the Services; or

4.2.2 upon completion to the Company's reasonable satisfaction of separate parts of the Services, in which case, the Company will invoice for that proportion of the total Consideration for the Services performed under the Contract; or

4.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

4.3 The Client shall pay the Consideration and Costs stated in any invoice for Services provided pursuant to these Terms and Conditions in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. The Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the Client. Any such taxes shall be in addition to the amount of the Consideration. In the event that the Client is required



limitation any warranties of merchantability or fitness for a particular purpose, quality, safety, non-toxicity, efficacy, absence of errors, accuracy, completeness of results, the prospects or likelihood of success of the Clinical Trial, or the validity, scope, or non-infringement of any Intellectual Property Rights involved in the development of a drug product, the Clinical Trial Materials or their Manufacturing) are, to the fullest extent permitted by law, expressly disclaimed and excluded from the Contract.

9.3 SUBJECT TO THE REMAINING SECTIONS IN THIS ARTICLE 9, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE RESULTS OF THE CLINICAL TRIALS.



- 14.2.2 if the Client fails to make payment of the Consideration within the specified time;
- 14.2.3 the Client (a) makes any voluntary arrangement with a general assignment for the benefit of its creditors; (b) becomes insolvent,



